

The 7th May, 1979

No. 11 (112)-3 Lab-79/4802.—In pursuance of the provision of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award in the court of Shri S. P. Mittal, IAS, Deputy Commissioner, Kurukshetra, appointed as Arbitrator in respect of the dispute between the workmen: 1. Shri Balwant Singh, President, Haryana Milk Foods Employees Union, Pehowa; 2. Shri James Masih, Cashier, Haryana Milk Foods Employees Union, Pehowa, and the management of M/s. Haryana Milk Foods, Pehowa and its workers.

IN THE COURT OF SHRI S. P. MITTAL, I.A.S.,
DEPUTY COMMISSIONER, KURUKSHETRA
APPOINTED AS ARBITRATOR UNDER THE
INDUSTRIAL DISPUTES ACT

between

Name of the parties : M/s. Haryana Milk Foods,
Pehowa and its workers.

Representing employer : Lekh Raj Chawla, General Manager, M/s Haryana Milk Foods, Pehowa.

Representing workmen : 1. Shri Balwant Singh, President, Haryana Milk Foods Employees Union, Pehowa; 2. Shri James Masih, Cashier, Haryana Milk Foods Employees Union, Pehowa.

AWARD

This arbitration was entrusted to me,—vide Haryana Govt. Gazette Notification No. 10/AMB/78-54969-73, dated 7th December, 1978 and was to be decided within two months from the date of notification. However, as the proceedings were lengthy, the period was extended upto 30th April, 1979 with the mutual consent of the parties.

The specific matters in dispute are as follows :—

- (a) Whether the demand raised by the union,—vide demand notice dated 28th September, 1978 (copy Annexure-I) are justified and in order, if not, to what relief they are entitled ?

- (b) Whether the termination of services of the workers whose names are given in Annexure-II is justified, if not, to what relief, these workers are entitled ?

- (c) Whether the workers are entitled to relief for the strike period from 8th October, 1978 to 7th December, 1978 if so, with what details ?

On receipt of this reference notices were issued to the parties to furnish written statements and evidence in support of their claims. The parties filed their written statements on 3rd February, 1979. After hearing the parties following issues were framed :—

- (1) Whether the demand notice dated 28th September, 1978 was espoused by a substantial number of workmen and the dispute was converted into an Industrial Dispute, if so, to what effect?
- (2) Whether there was subsisting and binding settlement dated 7th September, 1978, if so, to what effect ?

O.P.M.

- (3) Whether the strike commenced from 8th October, 1978, is legal, justified and in order ?

O.P.A.

- (4) Whether the demands raised by the union,—vide demand notice dated 28th September, 1978 (Annexure-I) are justified and in order. If not, to what relief these workers are entitled ?

O.P.M.

- (5) Whether the termination of the services of the workers whose names are given in Annexure-II, is justified and in order, if not, to what relief these workers are entitled ?

O.P.M.

- (6) Whether the workers are entitled to any relief for the strike period from 8th October, 1978 to 7th December, 1978. If so, to what effect ?

O.P.A.

7. Whether S/Shri Raj Kumar Kapoor, Suraj Pal and Pāla Ram, working as

apprentices sponsored under Apprenticeship Act, 1961, are workmen. If so, to what effect ?

O.P.A.

During the pendency of the Arbitration Proceedings, on 4th February, 1979, a settlement took place between the parties according to which the management agreed to take back the following 37 workers as per terms given in Annexure — 'A' and they disassociated themselves from the arbitration proceedings and award.

Sarvshri

1. Andresh Kumar 2. Ashok Kumar 3. Jiwan Dass 4. Suchha Singh 5. Sucha Hans 6. Rattan 7. P. K. Verma 8. D. N. Tripathi 9. Ram Pal, 10. Banarsi Dass 11. James Masih 12. Hari Lal 13. Karnail Singh 14. Raj Kumar 15. K. P. Mishra 16. Bhura Ram 17. Tar Chand 18. Dharam Pal 19. Pala Ram 20. Raj Dhan 21. Hira Lal 22. Ram Bali 23. Deep Narain 24. Amar Singh 25. Raj Masih 26. Pala Ram 27. Suraj Pal 28. Raj Kumar Kapoor 29. Pala Ram 30. Balbir Singh 31. Jai Singh 32. Mohan Lal 33. Hans Raj 34. Hira Man 35. Ram Kala 36. Punnu Ram and 37. Ram Dayal Singh.

On 8th February, 1979, another settlement took place between the parties (a copy of which is Annexure—'B') according to which S/Shri Raghbir Singh S/o Shri Butta Singh, Raghbir Singh S/o Shri Giani Ram and Subhash Chand accepted retrenchment from employment with effect from 8th February, 1979 and disassociated themselves from the arbitration proceedings and award.

On 22nd February, 1979, another settlement took place (a copy of which is Annexure-'C') according to which S/Shri Nand Kishore, Pritam Chand, Chhangur Ram and Jagan Nath Parshad accepted retrenchment from employment with effect from 22nd February, 1979 and disassociated themselves from the arbitration proceedings and award.

On 16th March, 1979, it was intimated by the management that S/Shri Jeet Ram, Narayan Dutta and Bhagat Kesho Ram had tendered their resignations to the company on 20th February, 79, 8th March, 1979 and 9th March, 1979, respectively and received their full and final accounts thus disassociating themselves from the arbitraiton proceedings and award.

Another five workers namely S/Shri Hans Raj, Dharam Pal, Kanwar Pal Singh, Sukh Ram and Jiwan Dass resumed their duties with the company during the arbitration proceedings, thus disassociating themselves from the arbitration proceedings and award.

As detailed above out of 59 workers who were subject matter of arbitration proceedings and award in the beginning 52 workers have disassociated themselves from the arbitration proceedings and award leaving the following 7 workers, regarding whom the award is to be given:—

S/Shri Balwant Singh 2. Harbhajan Singh 3. Sobha Parshad 4. Jagir Singh 5. Jagdish Singh 6. Om Parkash and 7. Prem Chand.

The workers in support of their claim produced documents Ex. W-1 to W-34 and examined S/Shri Raghbir Singh S/o Shri Butta Singh, Balwant Singh S/o Shri Uttam Singh, Jagir Singh S/o Shri Rattan Singh, Harbhajan Singh S/o Shri Kartar Singh, Sobha Parshad S/o Shri Ram Patil, Prem Chand S/o Shri Mam Raj and Om Parkash S/o Shri Ram Chand. The management in support of their contention produced documents Ex. M-1 to M-76 and examined S/Shri Ramander Singh, J. P. Shriwastava and Shri Sher Singh, all employees of Labour Department, Shri R. K. Sharma, Stationer, Post Office, Pehowa, Shri Om Parkash, Clerk D.C.'s Office, Kurukshetra, Mayur Viyas, Hans Raj, Sat Pal, Tej Nath, Lekh Raj Chawla, Prem Kumar and K. S. Puri, Hand-writing Expert. On behalf of the other group of workers Shri S. N. Pareekh produced Ex. M-77.

I have carefully gone through the evidence produced before me by the parties and considered their oral as well as written arguments in support of their respective contentions. My finding issuewise are as follows :—

ISSUE NO. 1

"Whether the demand notice dated 28th September, 1978 was espoused by the substantial number of workman and the dispute was converted into an Industrial Dispute. If so, to what effect?"

Regarding this issue it was stated on behalf of the workers that the demand notice was supported by more than 50% workers and was legally espoused as provided under the Industrial Disputes Act. But according to the Management this

notice was fabricated after strike because entries and signatures in this regard in the minutes book of the workers union were highly doubtful. Shri Raghbir Singh and Shri Balwant Singh could neither tell the number nor the names of the workers who raised the demands. There are certain workers who have signed twice. Moreover, about 80 workers filed a complaint that they had no faith in S|Shri| Raghbir Singh, Balwant and James Masih which further weakens the positions of S|Shri Raghbir Singh and Balwant Singh under these circumstances the authenticity of this notice becomes highly doubtful and I decide this issue in favour of the management and against the workers.

ISSUE NO. 2

Whether there was subsisting and binding settlement dated 7th September, 1978. If so, to what effect ?

Demands covered by this settlement were raised by the workers,—vide their demand notice dated 31st January, 1978. Vide this settlement it was agreed to by the workers that all the demands & claims had been finally settled and this settlement will be binding for two years during which period the workers will not raise any demand. This settlement was signed by both the parties to the dispute and witnessed by the Labour-cum-Conciliation Officer. In view of this settlement Labour Commissioner, Haryana filed the demand notice dated 31st January, 1978 as per Ex. W-28. A statement on behalf of the workers now that signatures of the workers on this settlement were not obtained by the management in a proper and fair manner has absolutely no force. This settlement is absolutely legal and binding on the parties. I, therefore, decide this issue in favour of the management and against the workers.

ISSUE No. 3

"Whether the strike commenced from 8th October, 1978 is legal, justified and in order ?"

According to the workmen the strike was legal because the standing order of the company did not prohibit the strike and the same was covered by Section 23 of Industrial Disputes Act. The workers had to resort to strike on account

of provocation given by management because their behaviour towards workers was not fair and they were not ready to negotiate regarding the dispute with the union. Management resorted to punitive methods i.e. stoppage of increments of S|Shri Raghbir Singh and Balwant Singh, the office bearers of the union, to cowdown the remaining workers of factory. The way the management served the suspension order to Shri Raghbir Singh was not liked by the workers who went on strike. However, during the strike period the workers remained peaceful. As the cause of strike was provocation provided by the management and they remained peaceful during the strike period they were entitled to full wages for the period of strike. According to the management a settlement regarding the demands had already been reached on 7th September, 1978 which was binding for two years during which period the workers were not to raise any demand. Hence there was absolutely no cause to resort to strike just one month after the settlement. According to them the workers were misled by Shri Raghbir Singh and forced to go on strike when a suspension order was served on him for mishandling the boiler. The allegation that he was mishandled is absolutely false because he did not make any mention of this fact in his communications to various authorities after the alleged incident. The allegation was incorporated later on to give a legal cover to the strike. The Labour Officer who enquired into the matter immediately after the strike has clearly mentioned in his report, dated 18th October, 1978 dated this allegation of Shri Raghbir Singh was absolutely wrong. The management further alleged that the workers during strike resorted to violence and had to be arrested by the police U|S 107|131 Cr. P.C. The arguments given by the workers are filmsy. As against that the management has produced documentary evidence in support of their contention. A legal settlement regarding the demands which was valid for two years had been executed only a month before. During the pendency of this settlement the workers could not resort to strike as provided U|S 23 (c) of the Industrial Disputes Act. Suspension of a worker by the management for dereliction of duties cannot be made a ground of strike. The workers failed to prove that Shri Harbhajan Singh was mishandled by the management and this seems to be an after-thought as is clear from evidence. It is also a fact that the workers did not maintain peace during strike period and had to be arrested by the police U|S

107/151 Cr. P.C. With these observations I have come to the conclusion that this strike was neither legal or justified nor in order. Hence I decide this issue in favour of the management and against the workers.

ISSUE No. 4

"Whether demands raised by the union,—vide demand notice dated 28th September, 1978 are justified and in order. If not, what relief these workers are entitled to?"

My findings regarding each demand are as follows:—

1. This is regarding the contract system. According to the workers this system was against the interest of the workers and had been introduced by the management to discourage union activities and should be abolished immediately. The management stated that no worker had been adversely affected by this system and none so affected had been produced by the workers in evidence. They stated the contract system was now governed by the Contract Labour (Regulation & Abolition) Act, 1970 and an Arbitrator appointed under the Industrial Disputes Act, 1947 could not decide the matter as had been held by the Hon'ble Supreme Court in 1972-II-LLJ page 724. The workers could not cite any authority superseding this version of the Hon'ble Supreme Court. In view of this clear legal position this demand of the workers cannot be adjudicated upon by me.

2. This demand is regarding the stoppage of increments of S/Shri Raghbir Singh and Balwant Singh. According to the workers the increments had been withheld illegally by the management because in a graded scale of pay it was the right of the worker to get the increment in routine. However, the management contended that in case they found the work unsatisfactory they could withhold the increments. I do not agree with the management. Even if the work is not satisfactory a show cause notice should be given to the worker and after considering his explanation decision regarding the stoppage of increment should be taken. But it was an individual matter concerning only two workers who should have adopted a procedure under rules for the redressal of their grievance. Simply because

these workers happened to be office-bearers of the union they should not have made it a prestige point and instigated other workers to go on a strike.

3. This is regarding the overtime to drivers. The drivers do not come in the definition of workmen and are not legally entitled to any overtime. Hence this demand is infructuous.

4. In this demand it has been stated that the workers who have been terminated or dismissed be reinstated with back wages and continuity of service. This is a vague demand because neither the names of such workers were mentioned or were their names included in the list of 59 workers who were made subject matter of the arbitration proceedings. None of these workers appeared during the arbitration proceedings to pursue his claim. Hence this demand is infructuous.

5. This demand is regarding washing allowance of Rs. 10/- per month. The management stated that facilities for the washing of uniforms of the workers was already there but the workers took away the uniforms with them to their homes. Since the management agreed to continue this facility provided the workers did not take the uniforms to their houses, no verdict is required to be given regarding this demand.

6. The workers have demanded that the payment of the overtime be made along with salary bill on 7th of each month. No complaint has been made by any worker that his overtime has been delayed. The union also did not press this demand hence the same is rejected.

7. The workers have demanded that the charge-sheet whenever issued to any worker be given in Hindi. This is no demand because there is no law which should require the charge-sheet to be given in Hindi. Moreover, the workers themselves served the demand notice in this case in English. This is a frivolous demand and needs no verdict.

8. In this demand it has been stated that promotions be made out of the existing staff. The management is already giving promotion to the workers if they are otherwise suitable. Since this fact was admitted by the union also, hence no award.

9. All these workers have disassociated themselves with the dispute. The union also did not press this demand, hence no verdict.

As discussed above the demands raised by the workers were neither justified nor in order hence the workers are not entitled to any relief other than what they are already being given by the management.

ISSUE NO. 5

"Whether the termination of the services of the workers whose names are given in Annexure-II is justified and in order. If not, to what relief these workmen are entitled?"

Out of the 59 workers, 52 workers have disassociated themselves from the arbitration award. Out of the remaining Shri Jagdish Singh had been dismissed on 19th April, 1978 and his appeal had also been dismissed by the Labour Department long ago. Moreover, he did not come forward to press his claim. Hence no award can be given in his favour. Shri Sobha Parshad joined duty on 28th October, 1978 and remained on duty till 7th November, 1978. Although he is absent after 7th November, 1978 but he still continues to be on the muster rolls of the company hence no award is necessary in his case either. That leaves behind five workers namely S/Shri Balwant Singh, Jagir Singh, Prem Chand, Om Parkash and Harbhajan Singh. All of them participated in a strike which was neither legal, nor justified nor in order as such they are neither entitled to any wages for the strike period nor have any right of re-employment. Keeping in view their past conduct it will not be proper to keep them in the employment of the company because that is likely to disturb the industrial peace and adversely affect the production. However, keeping in view their poor economic condition all these five workers may be given full retrenchment benefits as if they were retrenched w.e.f. 30th April, 1979.

ISSUE No. 6

"Whether the workers are entitled to any relief for the strike period from 8th October, 1978 to 7th December, 1978. If so, to what effect?"

As decided in issue No. 3, since the strike was neither legal nor justified, the workers who participated in this strike are not entitled to any relief for the strike period i.e. 8th October, 1978 to 7th December, 1978.

ISSUE No. 7

"Whether S/Shri Raj Kumar Kapoor, Suraj Pal and Pala Ram working as apprentices sponsored under the Apprenticeship Act, 1961, are workmen. If so, to what effect?"

This issue was not pressed by the union hence no award.

As a result of my findings on these issues, I answer the reference and give my award that the strike was neither legal, nor justified nor in order. As such the workers who took part in this strike are not entitled to any relief except what has been indicated in my findings issuewise. Dated 29th April, 1979.

S. P. MITTAL,
Arbitrator and
Deputy Commissioner,
Kurukshetra.

No. 878/P.B., dated 30th April, 1979.

Forwarded (five copies) to the Secretary to Government, Haryana, Labour and Employment Departments, Chandigarh, as required under the Industrial Disputes Act, 1947.

S. P. MITTAL,
Arbitrator and
Deputy Commissioner,
Kurukshetra.
K. K. SHARMA,
Secy.

ANNEXURE "A"

SETTLEMENT BEFORE THE HON'BLE ARBITRATOR SHRI S. P. MITTAL, I.A.S., DEPUTY COMMISSIONER, KURUKSHETRA, ARRIVED BETWEEN THE WORKMEN NAMED BELOW AND THE MANAGEMENT OF M/S HARYANA MILK FOODS, PEHOWA, ON 4-3-1979.

Representative of the Employer :

Shri Lekh Raj Chawla, General Manager.

Representatives of Workmen :

Sarvshri:-

1. Andresh Kumar 2. Ashok Kumar 3. Jiwan Dass
4. Suchha Singh 5. Sucha Hans 6. Rattan 7. P. K.

Verma 8. D. R. Tripathi 9. Ram Pal 10. Banarsi Dass 11. James Massih 12. Hari Lal 13. Karnail Singh 14. Raj Kumar 15. K. P. Mishra 16. Bhura Ram 17. Tara Chand 18. Dharam Pal 19. Pala Ram 20. Raj Dhan 21. Hira Lal 22. Ram Bali 23. Deep Narain 24. Amar Singh 25. Raj Massih 26. Pala Ram 27. Suraj Pal 28. Raj Kumar Kapoor 29. Pala Ram 30. Balbir Singh 31. Jai Singh 32. Mohan Lal 33. Hans Raj 34. Hira Man 35. Ram Kala 36. Punnu Ram and 37. Ram Dayal Singh, alongwith Shri Raghbir Singh, General Secretary, Haryana A.I.T.U.C. from Panipat and through their authorised representative.

Short Recital of the case.

Whereas the matter regarding the dispute as specified in a settlement U/S 10-A of the Industrial Dispute Act, 1947 entered into on 7th October, 1978 is discussed today during the course of arbitration proceedings and whereas through the efforts and good offices of the Hon'ble Arbitrator a part settlement in respect of issue Nos. 2 and 3 is arrived at between the Management and workers whose names are mentioned above which is as under:—

Terms of settlement.

1. It is agreed to between the parties that the persons whose names are mentioned above may join duty with effect from 5th February, 1979 at 8.00 A.M.

2. It is further agreed to by the workers that they shall work whole-heartedly and shall remain within discipline in future. It is agreed to as a gesture of goodwill and in order to maintain cordial relations, the management agreed to pay the workers advance equivalent to one month wages against bonus, if due, in order to help them in their hardship. The period of strike and thereafter till they resume duty shall be counted towards other benefits as on duty and shall be treated as extraordinary leave without wages. In order to further compensate the workers on compassionate grounds, it is agreed to that they shall be allowed salary equivalent one month but the said amount shall be paid in six equal monthly instalments payable with the wages of February, 1979 as first instalment.

3. That the workmen have agreed to this arrangement and they request the Hon'ble Arbitrator to give the award in terms of the settlement

so arrived at and thus they now have no dispute for difference left with the management and they withdraw themselves from further arbitration proceedings.

4. That this settlement shall come into force at once. All the workers who are party to the settlement shall resume duty by 15th March, 1979 latest and in case they fail to do the same, they shall be deemed to have left the service of their own accord and shall not be entitled to any benefit.

Signature of representative of Employer.

Witness 1. Sd/-

4-2-79.

Signature of representative of workers.

2. Sd/-

ANNEXURE 'B'

SETTLEMENT UNDER SECTION 18(1) OF THE INDUSTRIAL DISPUTES ACT, 1947 BETWEEN SARVSHRI RAGHUBIR SINGH S/O SHRI BUTA SINGH, SHRI RAGHUBIR SINGH S/O GIANI RAM AND SHRI SUBHASH CHANDER AND THE MANAGEMENT OF M/S HARYANA MILK FOODS, PEHOWA, ENTERED INTO ON 8-2-1979.

Representative of the Employer :

Shri Lekh Raj Chawla, General Manager.

Representative of Employees:

Sarvshri Raghbir Singh, S/o Sh. Buta Singh, Raghbir Singh, S/o Giani Ram. Subhash Chand.

Short Recital of the Case.

Whereas the matter of these workmen regarding their termination of employment is referred to the arbitration of Shri S. P. Mittal, Deputy Commissioner, Kurukshetra and whereas the matter has been discussed during the course of arbitration proceedings and the parties arrived at the following settlement.

TERMS OF SETTLEMENT

1. It is agreed by Sarvshri Raghbir Singh S/o Shri Buta Singh, Raghbir Singh S/o Shri Giani Ram and Subhash Chander that they accept retrenchment from employment with effect from today i.e. 8th February, 1979.

2. These workmen shall, however, not be allowed any wages for the period they remain absent by resorting to strike, till today i.e. 8th February, 1979, but the period shall be counted towards the benefit of retrenchment compensation etc.

3. That if any order of termination of their employment are passed they shall be deemed to be modified as per the terms of this settlement.

4. That these workmen forego their right of re-employment or re-instatement for future of their own accord as a term of this settlement.

5. This settlement is without prejudice to case of other workers pending with the Hon'ble Arbitrator.

6. With this settlement, these workmen shall have no right left with the management except case of Shri Raghubir Singh S/o Shri Buta Singh whose case of increment is yet to be decided by the Hon'ble Arbitrator in the General demand notice regarding issue No. I. This settlement shall come into force at once.

7. That copy of this settlement shall be filed before the Hon'ble Arbitrator with the request to give no dispute award in term of the settlement regarding these workers.

Signature of representative of employer.

Sd/- Lekh Raj Chawla 3-2-79.

Witness.

1. Sd/- Raghubir Singh 3-2-79.

2. Sd/- _____ 8-2-79.

Signature of concerned workmen.

Sd/- Raghubir Singh.

Sd/- Subhash Chander.

Sd/- Raghubir Singh.

Copy to:—

1. Sh. S. P. Mittal, IAS, Arbitrator (Deputy Commissioner), KKRA.
2. The Secretary, Govt. of Haryana, Labour Department, Chandigarh.
3. The Labour Commissioner, Haryana, Chandigarh.
4. The Labour Officer, Ambala Cantt.

ANNEXURE "C"

Settlement under Section 18(1) of the Industrial Disputes Act, 1947 between Sarvshri Nand Kishore S/o Shri Ram Lachhan Singh, Pritam Chand S/o Shri Sarup Chand, Chhangur Ram

S/o Sh. Shiv Mangal & Sh. Jagan Nath Parshad S/o Shri Parkash Parshad, and the management of Haryana Milk Foods, Pehowa, entered into on 22nd February, 1979.

Representative of Employer:

Shri Lekh Raj Chawla, General Manager.

Representative of Employees:

Sarvshri Nand Kishore, Pritam Chand.

Chhangur Ram & Jagan Nath Parshad.

SHORT RECITAL OF THE CASE

Whereas the matter of these workmen regarding their termination of employment is referred to the arbitration of Sh. S. P. Mittal, Deputy Commissioner, Kurukshetra whereas the matter has been discussed during the course of arbitration proceedings and the parties arrived at the following settlement.

TERMS OF SETTLEMENT

1. It is agreed by Sarvshri Nand Kishore, Pritam Chand, Chhangur Ram and Jagan Nath Parshad that they accept retrenchment from employment with effect from today i.e. 22nd Feb., 1979.

2. These workmen shall, however, not be allowed any wages for the period they remained absent by resorting to strike till today i.e. 22nd Feb., 1979, but the period shall be counted towards the benefit of retrenchment compensation etc.

3. That if any order of termination of their employment are passed they shall be deemed to be modified as per the terms of this settlement.

4. That these workman forego their right of re-employment or re-instatement for future of their own accord as a term of this settlement.

5. This settlement is without prejudice to case of other workers pending with the Hon'ble Arbitrator.

6. With this settlement, these workmen shall have no right left with the management. This settlement shall come into force at once.

7. It is further agreed that they will be paid one month's pay in lieu of notice for retrenchment compensation alongwith gratuity, due wages for earned leave, if any.

Sd/- Pritam Chand

Sd/- Chhangur Ram,

Sd/- Jagan Nath

L.T.I. of Nand Kishore

8. That copy of this settlement shall be filed before the Hon'ble Arbitrator with the request to give no dispute award in terms of settlement regarding these workmen.

Copy to :—

1. Shri S. P. Mittal, I.A.S., Arbitrator (Deputy Commissioner), KKRA.
2. The Secy., Govt. of Haryana, Labour Deptt., Chandigarh.
3. The Labour Commissioner, Haryana, Chandigarh.
4. The Labour Officer, Cecil Hotel, Ambala Cantt.

Signature of Representative of Employer.

Sd/- Lekh Raj Chawla 22-2-79

Witness:

Sd/- Raghbir Singh 22-2-79.

Witness:

Sd/-

IRRIGATION DEPARTMENT

The 29th May, 1979

No. 5232/IL.—Whereas the Governor of Haryana is satisfied that the land in the locality specified below is needed urgently by the Government partly at public expense and partly at the expense, for a public purpose, namely, for the construction of Canal Colony, Opposite Mile Stone 20/7, 20/6 in village Sukhrali, District Gurgaon, for which a notification has been issued under section 4 and published,—vide Haryana Government, Power Irrigation Department notification No. 4373, dated 20th April, 1979 in *Haryana Government Gazette, Part-I*. It is hereby declared that the land described in the specification below is needed urgently for the above purpose.

This declaration is made under the provisions of section 6 of the Land Acquisition Act, 1894, for information of all to whom it may concern.

And whereas the Governor of Haryana is further of the opinion that the purpose for which the land is needed is of an urgent importance within the meaning of clause (c) of sub-section (2) of section 17 of the said Act ;

Therefore, it is hereby directed under sub-section (4) of section 17 of the said Act that the provisions of Section 5-A of the said Act shall not apply in regard to this acquisition.

Plans of the land may be inspected in the office of the Land Acquisition Collector, Public Works (Irrigation and Power) Department, Bhagat Jawant Singh Marg, Ambala City.

SPECIFICATIONS

District	Tehsil	Village	Area in Acres	Direction
Gurgaon	Gurgaon	Sukhrali	0.265	Plot of land comprising field Nos, 46/26, 46/27 Opposite Mile Stone 20/7-2 of Gurgaon and District Gurgaon as demarcated at site and as shown on the Index and Land Plan.

(Sd.) . . .

Superintending Engineer,
Ujina Diversion Drain Circle No. II,
Mehrauli Road, Canal Colony, Gurgaon.